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COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

\* MAXITOL LTD T/A S. PETER TURNER FORK LIFT TRUCK SERVICES

Date of creation of the charge

23.1.96.

Description of the instrument (if any) creating or evidencing the charge (note 2)

SUPPLEMENTARY SCHEDULE EXECUTED PURSUANT TO A MASTER AGREEMENT DATED 7<sup>TH</sup> NOVEMBER 19<sup>94</sup> AND MADE BETWEEN THE COMPANY (1) AND ROYSCOT TRUST PLC, ROYSCOT LEASING LIMITED, ROYSCOT INDUSTRIAL LEASING LIMITED, ROYSCOT COMMERCIAL LEASING LIMITED AND ROYSCOT SPA LEASING LIMITED (2)

Amount secured by the mortgage or charge

All obligations and liabilities owed or incurred to the Mortgagee by the Company as principal or as surety, alone or jointly and/or severally, whether present or future, actual or contingent and liquidated or unliquidated and whether arising in contract, tort restitution or breach of statutory duty.

Names and addresses of the mortgagees or persons entitled to the charge

ROYSCOT TRUST PLC.

CO REG NO 309713.

ROYSCOT HOUSE THE PROMENADE

CHELTENHAM GLOUCESTERSHIRE

Postcode GL50 1PL

Presentor's name, address and  
reference (if any):

AUDIT SECTION  
CREDIT CONTROL DEPT  
ROYSCOT  
ROYSCOT HOUSE  
THE PROMENADE  
CHELTENHAM  
GLOS GL50 1PL

For official use

Mortgage section

Post room



PMO \*P4HPWIHU\* 390  
COMPANIES HOUSE 25/01/96

Time critical reference

## Short particulars of all the property mortgaged or charged

by way of legal assignment all the Company's rights title and interest in the Sub-Hire Agreements described in the attached Schedule together with the benefit of all Ancillary contracts relating thereto and all (if any) the rights of the Company to acquire title in the Goods forming the subject matter of such Sub-Hire Agreements.

by way of equitable assignment all the Company's rights title and interest in the Sub-Hire Agreements Ancillary Contracts and other contracts at any time entered into in substitution for assets assigned as above or entered into in relation to the Goods forming the subject matter of Sub-Hire Agreements and all rights of the Company to acquire title in such Goods insofar as not assigned in law.

The Master Agreement prohibits the creation of any mortgage charge assignment sale or factoring arrangement or other security or encumbrance over any of the mortgaged assets or the Goods in favour of any person other than the Mortgagee without the prior written consent of the Mortgagee.

The other persons described in the Master Agreement as parties of the second part may have recourse to the above security under consolidation rights contained in the Master Agreement.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

## Particulars as to commission allowance or discount (note 3)

Not Applicable

Signed

*Geoffrey A. Curran*

Date 23/1/96.

On behalf of [company] [mortgagee/chargee]\*

\*Delete as  
appropriate

## Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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SUB-HIRE AGREEMENTS

RoyScot's Finance Agreement Number	Mortgagor's Sub-Hire Agreement Number	Date of Sub-Hire Agreement	Name of Sub-Hirer	Description of Goods	Period of Sub-Hire (in months)
23455801.	177	30.10.95	Gower Furniture	NISSAN P501-184. SERIAL NO 112496.	60.
23455971.	182.	15.12.95.	OPENSMAWS LTD.	B.T. ROXATONE LSN1200. SERIAL NO. 27758AA. —.	72

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02072866

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTARY SCHEDULE DATED THE 23rd JANUARY 1996 AND CREATED BY PETER TURNER FORK LIFTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ROYSCOT TRUST PLC UNDER THE TERMS OF THE MASTER AGREEMENT DATED 7th NOVEMBER 1994 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JANUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JANUARY 1996.

A handwritten signature in cursive script, appearing to read 'P. Davies'.

P. DAVIES

for the Registrar of Companies

Post  
26-1-96  
UL



C O M P A N I E S H O U S E

HC026B